

CONTRACT AWARD		STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508 (907-269-0800)		CONTRACT AWARD NUMBER	
				1604479	
ORDERING DEPARTMENT HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508		COMMODITY CODE		DATE OF CONTRACT 3/8/04	
		NUMBER & PERIOD OF RENEWAL OPTIONS NONE		PR NO./DATE ASSIGNED	
		DATE INITIAL CONTRACT BEGINS 3/8/04		DATE INITIAL CONTRACT ENDS 3/7/07	
CONTRACTOR YUKON EQUIPMENT ADDRESS 2020 E. 3RD AVENUE ANCHORAGE, AK 99501 CONTRACT NAME EARL LACKEY TELEPHONE NUMBER (907) 277-1541		GS VENDOR CODE:			
		ISSUED IN ACCORDANCE WITH BID # SEF- 922		DATED: 3/8/03	
		PRICE ADJ. REQ. PRIOR TO EACH RENEWAL: NONE			
		CPI/PPI BASE INDEX POINTS & MO/YR: NONE			
		REVIEW DATE:		RENEWALS EXPIRE (MO/YR):	
		ESTIMATED VALUE OF INITIAL TERM: \$400,000.00		REBID: 3/1/07	
SEND INVOICES IN DUPLICATE TO: DOT&PF, STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.					
DESCRIPTION					
CONTRACT FOR PURCHASE OF WHEEL LOADERS					
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CONTRACTING AUTHORITY NAME & TITLE DIANA L. ROTKIS, ADMIN MANAGER IV				SIGNATURE	
TELEPHONE NO.: 907-269-0788		FAX NO.: 907-269-0801		PAGE 1 OF 1	
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.					

SECTION I

STANDARD TERMS AND CONDITIONS

- 1.0 **ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 2.0 **AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 3.0 **ASSIGNMENT:** A bidder may not assign any portion of a contract unless authorized in advance and in writing by the Contracting officer.
- 4.0 **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 5.0 **CONFLICT OF INTEREST:** A person employed by the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if they are an employee of the administrative unit that supervises the award of this contract or they have the power to take or withhold official action to affect the contract.
- 6.0 **DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsive bidders.
- 7.0 **DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 8.0 **DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 9.0 **DISPUTES:** Any disputes arising out of this solicitation shall be resolved under the laws of Alaska. An appeal or any original action to enforce any provision of this agreement must be in the superior court for the First Judicial District of Alaska.

10.0 FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

11.0 INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

12.0 INSPECTIONS: Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

13.0 INSURANCE:

13.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

13.2 Proof of insurance is required for the following:

13.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this

contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

13.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

13.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

13.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

14.0 ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

15.0 NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

16.0 PAYMENT: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

17.0 SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

18.0 STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

- 19.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 20.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 21.0 TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 22.0 USE OF BRAND OR TRADE NAMES:** Brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not a statement of preference nor are they intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. All such brand substitutions shall be subject to the State's approval.
- 23.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION II

SPECIAL TERMS AND CONDITIONS

1.0 DELIVERY:

1.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment, or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection, including the dealer and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity. Fuel tank shall be filled to at least register a minimum 1/4 full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location. The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.

1.2 Delivery Receipt:

1.2.1 A delivery receipt will be required for each unit delivered. This form can be of the vendor's own design, but must include the following minimum information: your delivery receipt number, the State Purchase Order (Delivery Order) number (reference the line item number of the vehicle as listed on the Purchase Order, followed by the model and serial number), a space for signature acknowledging receipt by state receiving personnel and date of actual receipt. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.

1.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Regional Equipment Managers are to be contacted regarding delivery coordination and contacts.

2.0 LIQUIDATED DAMAGES FOR LATE DELIVERY:

2.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.

2.2 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to **28.00** per day multiplied by the number of days elapsing between the delivery date provided in the specifications and the date that conforming goods are delivered to the

State. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to inspect the goods.

- 2.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

3.0 WARRANTY: (Note: Language on warranty may vary from one item to another depending on the type of equipment and particular requirements of the ITB.)

- 3.1 **WARRANTY:** Unless otherwise stipulated by this ITB, the successful bidder will provide a five-year (60-month) or 5,000 Hours (whichever comes first), full (100%) warranty.

3.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the 60-months (five years) or 5,000 hours (whichever comes first), from the date the unit is placed in service. Warranty repairs shall take place at the vendor's warranty service centers in Anchorage, Fairbanks and Juneau. All travel costs for warranty performed outside of these areas will be billed as follows:

3.1.1.1 Travel Labor Charge, as quoted in Section V, Bid Price Schedule.

3.1.1.2 Mileage Charge, as quoted in Section V, Bid Price Schedule.

3.1.1.3 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$42.00 per day.

3.1.1.4 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the ticket.

3.1.1.5 Lodging shall be reimbursed at actual and shall not exceed \$100.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.

3.1.2 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation and travel in the Anchorage, Fairbanks and Juneau areas (within a 10 mile radius) lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

3.2 General Warranty Requirements for all Equipment:

3.2.1 Warranty Exceptions:

3.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages,

misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

3.2.2 **Warranty on Attachments:** Attachments are to have same warranty as host unit.

3.2.3 **In-Service Date:**

3.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. The vendor/manufacturer may not provide any alternate form of warranty paperwork signifying in-service date for signature. All forms of notification, other than a State of Alaska Receiving Report or equivalent State of Alaska documentation shall not be considered as binding. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

3.2.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:** For the purpose of this bid, the contractor must meet the following applicable requirements:

3.2.4.1 Contractor must:

3.2.4.1.1 possess a current Alaska Motor Vehicle Dealer License pursuant to AS 08.66.010 through AS 08.66.090, when offering motor vehicles, trailers or semi-trailers, and;

3.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for each unit, and;

3.2.4.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, with authorized warranty repair facilities in Anchorage and Fairbanks at a minimum.

3.2.4.2 Contractor, if appropriate, shall submit the name, address, Alaska business license and of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 3.2.4 above. The Contractor must also provide contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this ITB and verification that the work provided will maintain manufacturer's warranty requirements.

3.2.5 **Warranty Claims:**

- 3.2.5.1 Warranty will be provided at the unit's assigned (in-service) location as shown in this ITB, Section V - Bid Price Schedule. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.
- 3.2.5.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The vendor must notify the state immediately that it will begin to perform the warranty work at the equipment location within 48 hours from receipt of written notification. The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).
- 3.2.5.3 Failure to notify the State, that the vendor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the states notification that work is required to be performed, is considered a contractual breach.
- 3.2.6 The vendor will be invoiced for required warranty work performed by the state. The shop rate to be charged for warranty work performed by the state will be \$73.00 per hour. Labor hours to be charged will be in accordance with appropriate flat rate manuals. If flat rate manuals do not cover the labor operation, actual repair time will be used. Warranty work performed by state shop personnel at locations where no shop personnel are permanently stationed may be subject to travel expenses incurred involving those warranty repairs.
- 3.2.7 **Factory Recall:**
 - 3.2.7.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state

should, in addition to serial number, include model, year, and dealer from whom purchased.

4.0 PUBLICATIONS (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):

- 4.1 To include parts, service, and operator's manuals.
- 4.2 Note: All publications are to be provided by the successful bidder not later than 30 days after delivery of the unit.
- 4.3 **NOTE! ALL MANUALS MUST ARRIVE ASSEMBLED AND IN FACTORY BINDERS.**
- 4.4 **Service Manuals:**
 - 4.4.1 Complete set to include applicable information covering prime unit and attachments:
 - 4.4.2 Body, chassis, and electrical
 - 4.4.3 Engine, transmission, and differential(s) (service and rebuild)
 - 4.4.4 Electrical and Vacuum troubleshooting
 - 4.4.5 Wiring diagrams
 - 4.4.6 Service specifications
 - 4.4.7 Engine/emission diagnosis
- 4.5 **Parts Manuals:** Complete set(s) (compact disc or books) to include prime unit and attachments, including updates.
- 4.6 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.
- 4.7 **Quantities:** Refer to Section V- Bid Price Schedule.
- 4.8 **Manuals:** To be delivered to, and receipt signed by:
 - 4.8.1 Person(s) as noted in the Bid Price Schedule.
- 4.9 **Service Bulletins, Etc.:**
 - 4.9.1 The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.
 - 4.9.2 This information will be provided as soon as possible to the persons as noted in the Bid Price Schedule.
 - 4.9.3 Successful contractor must provide proof of subscription to their applicable service.

- 5.0 STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #311
Anchorage, Alaska 99508

- 6.0 WEIGHT VERIFICATION SLIPS:** A weight scale ticket of the completed unit may be required to be included with the Statement of Origin. Please refer to Section V - Bid Price Schedule.

7.0 INSPECTIONS:

- 7.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
- 7.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,
 - 7.1.2 refund the price of any or all of the damaged goods, or
 - 7.1.3 accept the return of any or all of the damaged goods.
- 7.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.

8.0 REPLACEMENT PARTS:

- 8.1 The State of Alaska shall expect the manufacturer to have adequate stocks of replacements parts available to service State vehicles and equipment and to make delivery within a reasonable time (no more than 5 working days) of all normal replacement parts to their dealers who may service State vehicles and equipment.

8.2 PARTS CONTRACT:

- 8.2.1 This contract will include a five (5) year parts contract. This contract will include any part, component or related item applicable to the equipment and any applicable components thereon.
- 8.2.1.1 Refer to Section V – Bid Price Schedule.
- 8.2.2 This is not a mandatory contract. The State is free to purchase parts and components outside this contract if lower, more competitive prices are available.
- 8.2.3 **PART AND COMPONENT PRICING:** Pricing will be based on the following and entered into the bid price schedule. These numbers

will not be used for bidding purposes. These discounts will remain firm for the full five year contract.

- 8.2.3.1 Discount off of contractor list price for all wheel loader parts:
- 8.2.3.2 Discount off of contractor list price for all component/attachment parts:
- 8.2.3.3 All pricing is FOB the vendor's service points in Anchorage, Fairbanks or Juneau. All shipping costs beyond those areas will be invoiced as a separate line item on the invoice and be substantiated with copies of the actual shipping documents at time of payment.
- 8.2.3.4 Contract price lists and supersedure lists will be supplied to all SEF shops statewide. A list will be provided at time of award.
- 8.2.3.5 Items on sale: Contract items listed in the contractor's published list placed on sale at reduced prices may be purchased at the "sale price", whichever is lower. Orders placed under sales pricing are subject to the terms and conditions of the sale.
- 8.2.3.6 Method of Ordering: Orders for parts will be placed by individual SEF shops at their sole discretion.
- 8.2.3.7 Back order procedures: Back orders are acceptable; however, the ordering shop shall be apprised at time of original orders as to the expected delay in delivery.
- 8.2.3.8 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
 - 8.2.3.8.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supercedes.
- 8.2.3.9 Parts Return/Stocked Parts: Within 12 months of purchase, the State is to be allowed to return parts in new condition s, in original packaging, for a full refund, less shipping. Parts Return/Non-Stocked Parts: Within 12 months of the purchase, the State is to be allowed to return parts in new condition, in original packaging, for a full refund less a restocking fee of no more than 20%, less shipping.

- 8.2.3.10 Invoicing: Full description of item is required on all invoices, packing lists and billings.
- 8.2.3.11 Core Return: Remanufactured Product Cores must be returned within 60 days. Cores returned after sixty (60) days will be evaluated on an individual basis.

9.0 PRICE:

- 9.1 Price Guarantee: The Contractor is responsible to maintain prices under the contract firm through the current model year ordering cycle. The Contractor will inform the state as to the final date that orders may be placed for specific units.
- 9.2 **NO RETROACTIVE PRICE ADJUSTMENTS WILL BE ALLOWED. ONCE AN ORDER IS PLACED THE PRICE STAYS FIRM.**
- 9.3 Price adjustments, increases or decreases, for subsequent model year orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
 - 9.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 9.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 9.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
 - 9.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 9.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

10.0 MANUFACTURER'S REBATE (INCENTIVES): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

11.0 REPLACEMENT PARTS: The State of Alaska shall expect the manufacturer to have adequate stocks of replacements parts available to service State vehicles and equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles and equipment.

- 12.0 BRAND NAME SPECIFICATION:** For purposes of this ITB, certain vehicle accessories are specifically identified by brand name and model/part number. Only the listed brand name and model/part numbers are acceptable. Substitutes shall be not allowed.
- 13.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 14.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

SECTION III
OFFER AND CONTRACT AWARD
CONTRACTOR INFORMATION

Yukon Equipment
(Company Name)

By: Earl Lackey
(Authorized Representative)

2020 E. 3rd Avenue
(Address)

Sales Manager
(Title)

Anchorage, AK 99501
(City, State) (Zip)

(907) 277-1541 (907) 276-6795
(Phone) (Fax No.)

(NOTE: Contractor Signature on File)

CONTRACT AWARD
(FOR STATE OF ALASKA USE ONLY)

An intent to Award was previously issued to you for this procurement on February 25, 2004 and the time for protest is complete. Accordingly, Contract No. SEF-922 is hereby awarded on March 8, 2004 between Yukon Equipment and the State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet.

THIS IS NOT A NOTICE TO PROCEED. BILLABLE WORK SHALL COMMENCE WITH RECEIPT OF A CONFIRMING DELIVERY ORDER NUMBER OR ORDER

Authorized Signature

Contracting Officer

SECTION IV
BID PRICE SCHEDULE

LOT #1

Item #	Unit	Description	\$ Amount
1a	ea.	Front End Loader, 3.5CY Diesel Powered, Four-Wheel Drive Articulating Quick Attach System Price is inclusive of shipping to dockside Seattle/Tacoma, WA Per Specification #334	\$133,162.00

Year, Make and Model Offered:

2004 Case 821C

1b	ea	Emergency Steering System (Spec 3.15/Amend #1)	\$1,907.00
1c	ea	General Purpose Bucket, 3.5 CY (Spec 7.2)	\$5,245.00
1d	ea	Snow Bucket, 7.0 CY (Spec 7.3)	\$8,788.00
1e	ea	Plow, Multi-Purpose Heavy Duty (Spec 7.4)	\$17,764.00
1f	ea	Pallet Forks (Spec 7.5)	\$6,603.00
1g	ea	Pallet Forks, 8-Foot (Spec 7.7/Amend #1)	\$7,054.00
1h	ea	Training (Spec 8.0)	\$548.00
1i	set	Publications (Spec 9.8)	\$722.00
1j	ea	Spare Tire (Spec 3.7.2)	\$1,822.00
1k	ea	Converter, Alternator, Mount Plates (Spec 4.7)	\$1,051.00

NOTE: Final shipment to in-service locations as annotated on the Purchase or Delivery Orders will be arranged and pre-paid by the contractor. The actual cost will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances pre-approved by the Contracting Officer prior to shipment.

Required Operators Manuals and Service Bulletins to be delivered to:
Central Region: DOT&PF, Lanny Palmer – Central Region Equipment Manager,
4801 Boniface Parkway, Anchorage, Alaska 99507. (907-269-5966)

Northern Region: DOT&PF, Steve McKinstry – Northern Region Equipment
Manager, 2301 Peger Road, Fairbanks, Alaska 99709 (907-451-5305)

Southeast Region: DOT&PF, Ken McBride – Southeast Region Equipment
Manager, 6860 Glacier Highway, Juneau, Alaska 99801 (907-465-1792)

Required Delivery: Not later than 180 days ARO unless barge schedules prevent
such delivery.

Offered Delivered Time: 180 Days ARO.

Lot 1 Total (Includes Items 1a through 1k) \$184,666.00

LOT #2

Item #	Unit	Description	\$ Amount
2a	ea.	Front End Loader, 5.0 CY Diesel Powered, Four-Wheel Drive Articulating Quick Attach System Price is inclusive of shipping to dockside Seattle/Tacoma, WA Per Specification #338	\$194,676.00

Year, Make and Model Offered:

2b	ea	Emergency Steering System (Spec 3.15/Amend #1)	\$2,487.00
2c	ea	General Purpose Bucket, 3.5 CY (Spec 7.2)	\$7,690.00
2d	ea	Snow Bucket, 7.0 CY (Spec 7.3)	\$10,516.00
2e	ea	Plow, Multi-Purpose Heavy Duty (Spec 7.4)	\$17,989.00
2f	ea	Pallet Forks (Spec 7.5)	\$8,299.00
2g	ea	Training (Spec 8.0)	\$548.00
2h	set	Publications, (Spec 9.8)	\$698.00
2i	ea	Spare Tire (Spec 3.7.2)	\$2,625.00
2j	ea	Converter, Alternator, Mount Plates (Spec 4.7)	\$1,051.00

NOTE: Final shipment to in-service locations as annotated on the Purchase or Delivery Orders will be arranged and pre-paid by the contractor. The actual cost will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances pre-approved by the Contracting Officer prior to shipment.

Required Operators Manuals and Service Bulletins to be delivered to:
Central Region: DOT&PF, Lanny Palmer – Central Region Equipment Manager,
4801 Boniface Parkway, Anchorage, Alaska 99507. (907-269-5966)

Northern Region: DOT&PF, Steve McKinstry – Northern Region Equipment Manager, 2301 Peger Road, Fairbanks, Alaska 99709 (907-451-5305)

Southeast Region: DOT&PF, Ken McBride – Southeast Region Equipment Manager, 6860 Glacier Highway, Juneau, Alaska 99801 (907-465-1792)

Required Delivery: Not later than 180 days ARO unless barge schedules prevent such delivery.

Offered Delivered Time: 180 Days ARO

Lot 2 Total (Includes Items 2a through 2j) \$246,579.00

TOTAL OF LOTS 1 & 2: \$431,245.00

BUY-BACK OR RESALE VALUE GUARANTEE

Buy-Back or Resale Value Guarantee: At the end of the warranty period, the price guaranteed by the contractor. (The State will compute the cost discounted to present at 4.0% annual compound interest)

Class #334 Wheel
Loader (no
attachments)

\$74,000.00

Class #338 Wheel
Loader (no
attachments)

\$83,000.00

TOTAL

\$157,000.00

LOT #3 (Lot #3 will not be used for bid evaluation purposes)

3-A TRAVEL COSTS (For warranty performed outside the Anchorage, Fairbanks, or Juneau area):

Per Mile: \$1.50

Per Hour (travel labor) \$75.00

Lot 3 Total \$76.50

LOT #4 (Lot #4 will not be used for bid evaluation purposes)

PARTS CONTRACT INFORMATION

4a Discount off of contractor list price for all wheel loader parts. \$0

4b Discount off of contractor list price for all
component/attachment parts \$0

END OF BID PRICE SCHEDULE

SECTION V - SPECIFICATIONS

SPECIFICATION #334 Minimum 3.5 Cubic Yard Wheel Loader December 16, 2003

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered, four-wheel drive, minimum 3.5 cubic yard, articulating front-end loader.

Unit shall include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

APPLICATION:

General wheel loader application and implement carrier. Severe weather application ranging from minus 50 to plus 110 degrees Fahrenheit.

DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure describing the wheel loader being bid is to be provided.

TYPICAL UNITS:

CASE Model 821C, CATERPILLAR Model 950G Series II, JOHN DEERE Model 644J, KOMATSU Model WA380-5, and VOLVO Model L110E. Provided all of the following specifications are met.

1.0 POWER TRAIN:

1.1 Engine:

1.1.1 Diesel, 4 cycle, 7.1 liter displacement, 183 net SAE-J1349 flywheel HP at governed RPM, 573 net SAE-J1349 pound foot torque, minimum.

1.1.2 To meet EPA Tier II emission requirements.

1.2 Cooling System:

1.2.1 Winterfront:

1.2.1.1 If required to maintain engine operating temperature at a minimum of 140 degrees Fahrenheit while operating to minus 50 degrees.

- 1.2.1.2 To be a heavy-duty vinyl construction, with stainless steel snaps or swivel locks and include a heavy-duty zipper. Installed over the rear grill area.
- 1.2.2 Permanent type anti-freeze giving protection to minus 50 degrees Fahrenheit.
- 1.3 Intake System:
 - 1.3.1 Air cleaner to be two (2) stage, dual element type.
 - 1.3.2 Pre-cleaner: CASE dust ejector, or *CATERPILLAR* dust ejector, or *VOLVO* exhaust aspirated, or *CENTRI*, or *ENGINAIR*, or *SURECO TURBO II*.
 - 1.3.3 Filter service indicator, in cab.
- 1.4 Exhaust System:
 - 1.4.1 Muffler(s) must not restrict operator's vision to rear.
 - 1.4.2 Exhaust stack(s) to include 90 degree elbow or attenuator system.
- 1.5 Fuel System:
 - 1.5.1 Fuel filler to have ready access.
- 1.6 Oil and fuel filters to be spin-on type.
- 1.7 Starting Assist:
 - 1.7.1 Metered ether system, glow plugs or grid heater, operated from cab.
 - 1.7.2 Engine block heater, immersion type, highest wattage available, 110 volt AC (OEM if available).
 - 1.7.3 Engine oil pan heater, one (1) each , 150 watt, 110 volt AC, silicone pad heater bonded to oil pan, *BESCO*, *KAT'S*, *WATLO*, or equivalent.
 - 1.7.4 Transmission oil pan heater, one (1) each, 150 watt, 110 volt AC, silicone pad heater bonded to oil pan, *BESCO*, *KAT'S*, *WATLO*, or equivalent.
 - 1.7.5 110-volt AC power cords for engine and battery heaters to be plugged into waterproof, 110 volt AC, junction box equipped with four (4) each 15-amp receptacles. Electrical cord, 20-amp, Male plug portion of 20 amp cord(s) to run out to the rear of the unit for easy access by ground personnel. Cords being plugged into the junction box are to be labeled as to what they are for, such as; "Engine Block Heater", "Transmission Oil Pan Heater", and "Engine Oil Pan Heater".
 - 1.7.5.1 The location of the cord(s) outlet box(es) is/are to be in a weather protected area in the engine compartment.

- 1.7.5.2 All wiring to be adequately secured and protected in a loom or similar protection.

2.0 DRIVE TRAIN:

- 2.1 Transmission:
- 2.1.1 Power shift, forward and reverse.
 - 2.1.2 Transmission Disconnect: To include either a valve control or brake pedal control or transmission neutralizing feature which will allow transmission to be engaged or disengaged when depressing brake pedal as required for varying operating conditions.
- 2.2 Axles:
- 2.2.1 *TRACTECH* No-SPIN or limited-slip or hydraulic locking differential in one (1) differential, minimum, or limited slip differential by *CASE* or *CATERPILLAR* or *KOMATSU*, is acceptable. **Torque proportioning is not acceptable.**
 - 2.2.2 If equipped with limited slip rear differential and hydraulic locking front differential as in *VOLVO*, the front axle locking device can only be activated by the operator holding down on an activation pedal that is spring released.
- 2.3 To provide a forward speed of not less than 21 MPH with tires specified herein.
- 2.4 To provide a reverse speed of not less than 16 MPH with tires specified herein.

3.0 CHASSIS:

- 3.1 Operating Weight: Minimum 38,000 pounds, per these specifications including GP bucket, but without quick attach.
- 3.2 Breakout Force (With general purpose bucket listed in this specification): Minimum 33,245 pounds, per these specifications, but without quick attach.
- 3.3 Full Turn Tip Load (With general purpose bucket listed in this specification): Minimum 23,500 pounds, per these specifications, but without quick attach.
- 3.4 Bucket Hinge Pin Height: Minimum 155 inches, per these specifications using the GP bucket with bolt-on cutting edge, but without the quick attach system.
- 3.5 Dump Height at 45 degrees: Minimum 109 inches, per these specifications using the GP bucket with bolt-on cutting edge, but without the quick attach system.
- 3.6 Dump Reach at 45 degrees and bucket raised to full height: Minimum 42 inches, per these specifications using the GP bucket with bolt-on cutting edge, but without the quick attach system.

- 3.7 Tires:
 - 3.7.1 To be 23.5x25 (16PR) L-3 tires, (16PR minimum). Calcium chloride not acceptable.
 - 3.7.2 **Spare Tire With Mounted Wheel (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule)**: To be same as above with mounted wheel.
 - 3.8 Brakes:
 - 3.8.1 Service Brakes: To be wet (oil) disk. To include an air dryer (all metal) installed in discharge line between compressor and air tanks (if air system).
 - 3.8.2 Secondary (Back-Up) Braking System: Manually and/or automatically applied back-up braking system in the event of loss of service brake capacity.
 - 3.8.3 Parking Brake:
 - 3.8.3.1 To be a spring applied hydraulic released or hand operated, mechanical parking brake independent of other braking systems, capable of holding machine on a 20% grade.
 - 3.8.3.2 To include parking brake warning light and audible warning device or a parking brake system with a transmission disconnect feature.
 - 3.9 Fenders: Front and rear, full width, OEM.
 - 3.10 Tire Chain Clearance: To provide minimum four (4) inches clearance (from tire) for tire chains. This includes sides of the tire.
 - 3.11 Tow Hook: Shall be drawbar hitch pin type, with pin.
 - 3.12 Lift Arm Kickout: Automatic.
 - 3.13 Bucket Leveling: Automatic.
 - 3.14 To include cushion system type ride control.
 - 3.15 Emergency Steering System
- 4.0 ELECTRICAL SYSTEM:**
- 4.1 24-volt system.
 - 4.2 To be negative ground system.
 - 4.3 Alternator: Minimum 50 amp.
 - 4.4 Battery(s): Heavy-duty, highest capacity available, minimum total of 1800 CCA at zero degrees Fahrenheit.

- 4.5 Master electrical switch to cut off all power source from battery to starter and remainder of electrical system. (To be located where accessible, but not ordinarily visible to persons not familiar with machine.)
- 4.6 Lighting System:
 - 4.6.1 Front headlights.
 - 4.6.2 Work Lights: Two (2) rear work lights and two (2) front work lights, halogen or HID.
 - 4.6.3 Turn signals.
 - 4.6.4 Stop and tail lights.
 - 4.6.5 Dome light.
 - 4.6.6 Strobe Lights:
 - 4.6.6.1 Two (2) each *WHELEN* Model S360D strobe lights, synchronized.
 - 4.6.6.2 Left lens to be amber, right lens to be blue, in color.
 - 4.6.6.3 To include "High/Off/Low" switch.
 - 4.6.6.4 Location: On top of the cab, visible from all directions.
 - 4.6.6.5 To be a 24-volt strobe light system.
- 4.7 **OPTIONAL PACKAGE (The following is required to be priced, refer to Section V – Bid Price Schedule):**
 - 4.7.1 Voltage Converter:
 - 4.7.1.1 24-volt systems require a 24-volt to 12-volt converter with a minimum of 60 amp continuous. *DUVAC* 52107 or equivalent. Alaska dealer for *DUVAC* is *AUTO ELECTRIC*, Anchorage, Alaska, phone #907-562-9679.
 - 4.7.1.2 Voltage converter's purpose is for communications radio(s). All other electrical including strobe and lighting systems are to be 24 volt.
 - 4.7.2 Alternator: To be minimum 65-amp in lieu of the minimum 50-amp listed for the standard unit.
 - 4.7.3 Communications Radio Mounting Plate(s)/Bracket(s): Vendor is to provide a mounting plate(s)/bracket(s) for mounting of State owned radio and power supply. For the radio mounting, one manufacturer has been using drilled and tapped (for 3/8 inch bolts) mounting points about 6 inches apart welded to the ROPS on either side of the cab. Plates can then be bolted to these mounting points by the State. On some of the units they have included a cover plate of heavy gauge steel bolted to these points, which hides the ROPS and provides even more area to mount our equipment. This

system has been working OK, but if another manufacturer has a better way of providing a mounting point we can certainly look at it.

5.0 CAB:

- 5.1 Enclosed Roll Over Protection System (EROPS):
 - 5.1.1 OEM, fully enclosed, steel, insulated, sound suppressed, pressurized, "ROPS" (SAE J1040) cab with safety glass front windshield and safety or tempered glass on sides or rear windows. To be adequately sealed as to not allow unreasonable cold air or dust into cab.
- 5.2 Recirculating personnel heater (Minimum 30,000 BTU) with defroster(s). Defroster(s) to be zoned to front windshield wiper area(s), minimum. Caged defroster fans are not acceptable in lieu of the zoned system.
- 5.3 Front and rear window wipers and washers. Wiper motors to be highest capacity available from OEM. To include OEM intermittent feature on front minimum.
- 5.4 Sunvisor.
- 5.5 Operator's Seat: 6-way adjustable, cloth or cloth/vinyl covered, suspension type with seat belt.
- 5.6 Lockable doors.
- 5.7 Mirrors: To include an interior mounted convex rear view mirror and outside cab mounted *WEST COAST* style mirrors.
- 5.8 Horn: Electric or air.
- 5.9 High engine idle control capability, operator controlled.

6.0 INSTRUMENTATION:

- 6.1 Gauges and/or indicators, as a minimum, shall include, in easy view of the operator: All gauges as noted below shall read in U.S. units of measure (not metric) at time of delivery.
 - 6.1.1 Hour Meter: Running engine activated.
 - 6.1.2 Ammeter or voltmeter gauge, or alternator malfunction indicator.
 - 6.1.3 Engine Coolant:
 - 6.1.3.1 High temperature (to include audio and visual warning system).
 - 6.1.3.2 Low level (to include audio and visual warning system).
 - 6.1.4 Engine oil pressure (to include audio and visual warning system).
 - 6.1.5 Air pressure gauge or indicator, if applicable.
 - 6.1.6 Transmission oil temperature gauge or indicator.

- 6.1.7 Air filter restriction gauge or indicator.
- 6.1.8 Fuel gauge.
- 6.1.9 Parking Brake: To include warning light and audible warning device that activates when parking brake is on and transmission is in gear or a parking brake system with a transmission disconnect feature.

7.0 ATTACHMENTS:

7.1 Quick Attach System:

- 7.1.1 To be equipped with an attach system that is compatible with unit being bid. To be *WELDCO-BEALES* KAT5 or *PSM* equivalent.
- 7.1.2 All functions to be controlled from in the cab by the operator.
- 7.1.3 To include compatible quick attach “4-hook” system with hardened wear surfaces.

7.2 General Purpose Bucket (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):

- 7.2.1 To be OEM or *WELDCO-BEALES* or *PSM* equivalent.
- 7.2.2 Capacity: 3.5 cubic yard SAE heaped, minimum.
- 7.2.3 Width: To be equal to or greater than host unit.
- 7.2.4 To include replaceable bolt-on cutting edge with standard AASHTO punching.
- 7.2.5 To include lifting eyes or hooks on each top corner and center top of bucket.
- 7.2.6 To include compatible quick attach “2-hook” system with hardened wear surfaces.

7.3 Snow Bucket (State Class #876-7CY) (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):

- 7.3.1 To be *WELDCO-BEALES* or *PSM* equivalent.
- 7.3.2 Capacity: 7.0 cubic yard SAE heaped, minimum.
- 7.3.3 Width: To be equal to or greater than host unit.
- 7.3.4 To include replaceable bolt-on cutting edge with standard AASHTO punching.
- 7.3.5 To include compatible quick attach “4-hook” system with hardened wear surfaces.

7.4 Multi-Purpose Heavy-Duty Plow (State Class #866) (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):

- 7.4.1 To be front mounted with full hydraulic controls. To be *WELDCO-BEALES* or *HENKE*, provided all of the following specifications are met.
 - 7.4.2 To include adjustable and replaceable mushroom design shoes.
 - 7.4.3 Blade angle cylinders to include accumulator system or hydraulic cross-over relief(s).
 - 7.4.4 Clearing width, minimum 133 inches, in bulldozer position.
 - 7.4.5 Center blade height, minimum 40 inches.
 - 7.4.6 Tip blade height, minimum 46 inches.
 - 7.4.7 Cutting Edge:
 - 7.4.7.1 In lieu of standard cutting edge, to be equipped with replaceable bolt-on *KENNEMETAL* Dual-Carbide-Insert, or equivalent, cutting edge with minimum 5/8 (0.625) inch diameter grade eight (8) plow bolts and nuts on six (6) inch centers, and end bits of alloy or high carbon steel.
 - 7.4.7.2 The main body of the cutting edge blade to be minimum 7/8 (0.875) inch thick.
 - 7.4.8 To include valves, controls and lines necessary for installation and full operation.
 - 7.4.8.1 Minimum of 4-spool valves.
 - 7.4.8.2 Diverter valves are not acceptable.
 - 7.4.8.3 Lift circuit to include detented valve for float position.
 - 7.4.9 Hydraulic quick disconnects must be pressure rated and sized to allow proper flow. Quick disconnects to include chained caps.
 - 7.4.10 Hydraulic lines must be secured and wrapped in wear areas to prevent chaffing.
 - 7.4.11 To include compatible quick attach “4-hook” system with hardened wear surfaces.
- 7.5 **Pallet Forks (State Class #485) (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):**
- 7.5.1 To be *WELDCO-BEALES* Model PF 60-108 or equivalent.
 - 7.5.2 Tine Length: 60 inches.
 - 7.5.3 Tine Spread: Adjustable to minimum of 100 inches wide.
 - 7.5.4 Carriage backrest to be included.
 - 7.5.5 Tine locks (width and swing) to be included.

7.5.6 To include compatible quick attach “2-hook” system with hardened wear surfaces.

7.6 Rear Counterweights:

7.6.1 To have rear OEM counterweights, standard and optional, excluding wheel weights and filled tires.

7.7 **Pallet Forks:** To be WELDCO-BEALES Model PF 96-108 or equivalent. Tine length to be 96 inches. Fork spread to be minimum 100 inches wide. Carriage backrest to be included. Tine locks (width and swing) to be included. To include compatible quick attach “2-hook” system with hardened wear surfaces.

8.0 TRAINING: (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule)

8.1 Total of 8 hours at the State Equipment Fleet Maintenance Facilities located in **Anchorage, Fairbanks or Juneau as requested. (Refer to Section V – Bid Price Schedule)**

8.1.1 Bidder to provide a qualified factory trained instructor(s), within 30 days of acceptance by the State. Please give advance notice (call the contracting officer of this bid for the name and telephone number of the Regional Equipment Manager or Superintendent).

8.2 To include a minimum of eight (8) hours of operator training including the following, as a minimum applicable agenda:

8.2.1 Operating procedures per operating manual.

8.2.2 Break-in procedures.

8.2.3 Equipment limitations.

8.2.4 Operator maintenance.

8.2.5 Before operations checks and lubrication.

8.2.6 Safety.

8.2.7 Cold weather operations.

8.2.8 Jump starting.

8.2.9 Welding on equipment.

8.2.10 Towing or transporting equipment.

8.2.11 Instruments and controls.

8.2.12 Gauge interpretation.

8.2.13 Equipment operation, Do's and Don'ts.

8.2.14 Attachment operation, Do's and Don'ts.

9.0 MISCELLANEOUS:

- 9.1 Hydraulic Hose: To be arctic grade (minus 40 degrees Fahrenheit, minimum).
- 9.2 Special Lubricants: If, for warranty purposes, manufacturer's specific lubricants are required, vendor is to provide these lubricants, or provide, at time of delivery, a cross reference chart between manufacturer's lubricants and any name brand and readily available equivalents.
- 9.3 Vandalism Protection:
 - 9.3.1 Shall include locks for batteries, fuel tank, hydraulic tank, engine lube oil filler, and radiator.
 - 9.3.2 Locking panels for compartments are acceptable.
 - 9.3.3 If padlocks are utilized, they shall be keyed alike.
 - 9.3.4 Three (3) sets of keys, minimum, to be provided.
- 9.4 Backup Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit.
- 9.5 SMV Emblem: Shall include metal slow moving vehicle emblem..
- 9.6 Paint: Manufacturer's standard yellow.
- 9.7 **Publications (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule)**: To include parts, service, and operator's manuals, per Section III- Special Terms and Conditions.
- 9.8 Inspection: For compliance of specifications on the unit will be conducted at FOB point.

END OF SPECIFICATION #334

SECTION V – SPECIFICATION

SPECIFICATION #338
Minimum 5.0 Cubic Yard Wheel Loader
December 16, 2003

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current model and design, diesel powered, four wheel drive, minimum 5.0 cubic yard, articulating front end loader.

Unit shall include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

APPLICATION:

General wheel loader application and implement carrier. Severe weather application ranging from minus 50 to plus 110 degrees Fahrenheit.

DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure describing the unit being bid is to be provided.

TYPICAL UNITS:

CASE Model 921C, CATERPILLAR Model 966G Series II, JOHN DEERE Model 744J, KOMATSU Model WA450-5, and VOLVO L150E, provided all of the following specifications are met.

1.0 POWER TRAIN:

1.1 Engine:

1.1.1 Diesel, wet sleeved, 4 cycle, 9.6 liter displacement, 233 net SAE-J1349 flywheel HP at governed RPM, minimum.

1.1.2 To meet EPA Tier II emission requirements.

1.2 Cooling System:

1.2.1 Winterfront:

1.2.1.1 If required to maintain engine operating temperature at a minimum of 140 degrees Fahrenheit while operating to minus 50 degrees.

- 1.2.1.2 To be a heavy-duty vinyl construction, with stainless steel snaps or swivel locks and include a heavy-duty zipper. Installed over the rear grill area.
- 1.2.2 Permanent type anti-freeze giving protection to minus 50 degrees Fahrenheit.
- 1.3 Intake System:
 - 1.3.1 Air cleaner to be two (2) stage, dual element type.
 - 1.3.2 Pre-cleaner: CASE dust ejector, or *CATERPILLAR* dust ejector, or *VOLVO* exhaust aspirated, or *CENTRI*, or *ENGINAIR*, or *SURECO TURBO II*.
 - 1.3.3 Filter service indicator, in cab.
- 1.4 Exhaust System:
 - 1.4.1 Muffler(s) must not restrict operator's vision to rear.
 - 1.4.2 Exhaust stack(s) to include 90 degree elbow or attenuator system.
- 1.5 Fuel System:
 - 1.5.1 Fuel filler to have ready access.
- 1.6 Oil and fuel filters to be spin-on type.
- 1.7 Starting Assist:
 - 1.7.1 Metered ether system, glow plugs or grid heater, operated from cab.
 - 1.7.2 Engine block heater, immersion type, highest wattage available, 110 volt AC (OEM if available).
 - 1.7.3 Engine oil pan heater, one (1) each, 150 watt, 110 volt AC, silicone pad heater bonded to oil pan, *BESCO*, *KAT'S*, *WATLO*, or equivalent.
 - 1.7.4 Transmission oil pan heater, one (1) each, 150 watt, 110 volt AC, silicone pad heater bonded to oil pan, *BESCO*, *KAT'S*, *WATLO*, or equivalent.
 - 1.7.5 110 volt AC power cords for engine and battery heaters to be plugged into waterproof, 20 amp, 110 volt AC, cord(s) or junction box(es) (more than one cord or junction box may be required due to total amperage being over 20), each with a minimum of three (3) receptacles. Male plug portion of 20 amp cord(s) to run out to the top of rear counterweight area for easy access by ground personnel. If more than one cord is required, they are to be labeled as to what they are for, such as; "Engine Block Heater", "Engine Oil Pan Heater", and "Transmission Oil Pan Heater".

- 1.7.5.1 The location of the cord(s) outlet boxes is/are to be in a weather protected area in the engine compartment.
- 1.7.5.2 All wiring to be adequately secured and protected in a loom or similar protection.

2.0 DRIVE TRAIN:

- 2.1 Transmission:
 - 2.1.1 Power shift, forward and reverse.
 - 2.1.2 Transmission Disconnect: To include either a valve control or brake pedal control or transmission neutralizing feature which will allow transmission to be engaged or disengaged when depressing brake pedal as required for varying operating conditions.
- 2.2 Axles:
 - 2.2.1 *TRACTECH* No-SPIN or limited-slip or hydraulic locking differential in one (1) differential, minimum, or the limited slip differential by *CASE* or *CATERPILLAR* or *KOMATSU*, is acceptable. **Torque proportioning is not acceptable.**
 - 2.2.2 If equipped with hydraulic differential locks in both front and rear differentials as in *VOLVO*, the front axle locking device can only be activated by the operator holding down on an activation pedal that is spring released.
- 2.3 Four (4) speeds forward, providing a speed of not less than 21 MPH with tires specified herein.
- 2.4 Minimum three (3) speeds reverse, providing a speed of not less than 16.5 MPH with tires specified herein.

3.0 CHASSIS:

- 3.1 Operating Weight: Minimum 48,400 pounds, per these specifications including GP bucket, but without quick attach.
- 3.2 Breakout Force (With general purpose bucket listed in this specification): Minimum 39,500 pounds, per these specifications, but without quick attach.
- 3.3 Full Turn Tip Load (With general purpose bucket listed in this specification): Minimum 30,600 pounds, per these specifications, but without quick attach.
- 3.4 Bucket Hinge Pin Height: Minimum 166 inches, per these specifications using the GP bucket with bolt-on cutting edge, but without the quick attach system.
- 3.5 Dump Height at 45 degrees: Minimum 119 inches, per these specifications using the GP bucket with bolt-on cutting edge, but without the quick attach system.

- 3.6 Dump Reach at 45 degrees and bucket raised to full height: Minimum 44 inches, per these specifications using the GP bucket with bolt-on cutting edge, but without the quick attach system.
 - 3.7 Tires:
 - 3.7.1 To be 26.5x25 (20PR) L-3 tires, minimum. Calcium chloride not acceptable.
 - 3.7.2 **Spare Tire With Mounted Wheel (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):** To be same as above with mounted wheel.
 - 3.8 Brakes:
 - 3.8.1 Service Brakes: To be wet (oil) disk. To include an air dryer (all metal) installed in discharge line between compressor and air tanks (if air system).
 - 3.8.2 Secondary (Back-Up) Braking System: Manually and/or automatically applied back-up braking system in the event of loss of service brake capacity.
 - 3.8.3 Parking Brake:
 - 3.8.3.1 To be a spring applied hydraulic released or hand operated, mechanical parking brake independent of other braking systems, capable of holding machine on a 20% grade.
 - 3.8.3.2 To include parking brake warning light and audible warning device or a parking brake system with a transmission disconnect feature.
 - 3.9 Fenders: Front and rear, full width, OEM.
 - 3.10 Tire Chain Clearance: To provide minimum four (4) inches clearance (from tire) for tire chains. This includes the sides of the tire.
 - 3.11 Tow Hook: Shall be drawbar hitch pin type.
 - 3.12 Lift Arm Kickout: Automatic.
 - 3.13 Bucket Leveling: Automatic.
 - 3.14 To include cushion system type ride control.
 - 3.15 Emergency Steering System: In compliance with SAE-J53
- 4.0 ELECTRICAL SYSTEM:**
- 4.1 24-volt system.
 - 4.2 To be negative ground system.
 - 4.3 Alternator: Minimum 50 amp.

- 4.4 Battery(s): Heavy-duty, highest capacity available, minimum total of 1800 CCA at zero degrees Fahrenheit.
- 4.5 Master electrical switch to cut off all power source from battery to starter and remainder of electrical system. (To be located where accessible, but not ordinarily visible to persons not familiar with machine.)
- 4.6 Lighting System:
 - 4.6.1 Front headlights.
 - 4.6.2 Work Lights: Two (2) rear work lights and two (2) front work lights, halogen or HID.
 - 4.6.3 Turn signals.
 - 4.6.4 Stop and tail lights.
 - 4.6.5 Dome light.
 - 4.6.6 Strobe Lights:
 - 4.6.6.1 Two (2) each *WHELEN* Model S360D, strobe lights, synchronized.
 - 4.6.6.2 Left lens to be amber, right lens to be blue, in color.
 - 4.6.6.3 To include "High/Low/Off" switch.
 - 4.6.6.4 Location: On top of the cab, visible from all directions.
 - 4.6.6.5 To be a 24-volt strobe light system.
- 4.7 **OPTIONAL PACKAGE (The following is required to be priced, refer to Section V – Bid Price Schedule):**
 - 4.7.1 Voltage Converter:
 - 4.7.1.1 24-volt systems require a 24-volt to 12-volt converter with a minimum of 60 amp continuous. *DUVAC* 52107 or equivalent. Alaska dealer for *DUVAC* is *AUTO ELECTRIC*, Anchorage, Alaska, phone #907-562-9679.
 - 4.7.1.2 Voltage converter's purpose is for communications radio(s). All other electrical including strobe and lighting systems are to be 24 volt.
 - 4.7.2 Alternator: To be minimum 65-amp in lieu of the minimum 50-amp listed for the standard unit.
 - 4.7.3 Communications Radio Mounting Plate(s)/Bracket(s): Vendor is to provide a mounting plate(s)/bracket(s) for mounting of State owned radio and power supply. For the radio mounting, one manufacturer has been using drilled and tapped (for 3/8 inch bolts) mounting points about 6 inches apart welded to the ROPS on either side of the cab. Plates can then be bolted to these mounting points by the

State. On some of the units they have included a cover plate of heavy gauge steel bolted to these points, which hides the ROPS and provides even more area to mount our equipment. This system has been working OK, but if another manufacturer has a better way of providing a mounting point we can certainly look at it.

5.0 CAB:

- 5.1 Enclosed Roll Over Protection System (EROPS):
 - 5.1.1 OEM, fully enclosed, steel, insulated, sound suppressed, pressurized, "ROPS" (SAE J1040) cab with safety glass front windshield and safety or tempered glass on sides or rear windows. To be adequately sealed as to not allow unreasonable cold air or dust into cab.
- 5.2 Recirculating personnel heater (Minimum 30,000 BTU) with defroster(s). Defroster(s) to be zoned to front windshield wiper area(s), minimum. Caged defroster fans are not acceptable in lieu of the zoned system.
- 5.3 Front and rear window wipers and washers. Wiper motors to be highest capacity available from OEM. To include OEM intermittent feature on front minimum.
- 5.4 Sunvisor.
- 5.5 Operator's Seat: 6-way adjustable, cloth or cloth/vinyl covered, suspension type with seat belt.
- 5.6 Lockable doors.
- 5.7 Mirrors: To include an interior mounted convex rear view mirror and outside cab mounted *WEST COAST* style mirrors.
- 5.8 Horn: Electric or air.
- 5.9 High engine idle control capability, operator controlled.

6.0 INSTRUMENTATION:

- 6.1 Gauges and indicators, as a minimum, shall include, in easy view of the operator: All gauges as noted below shall read in U.S. units of measure (not metric) at time of delivery.
 - 6.1.1 Hour Meter: Running engine activated.
 - 6.1.2 Ammeter or voltmeter gauge, or alternator malfunction indicator.
 - 6.1.3 Engine Coolant:
 - 6.1.3.1 High temperature (to include audio and visual warning system).
 - 6.1.3.2 Low level (to include audio and visual warning system).
 - 6.1.4 Engine oil pressure (to include audio and visual warning system).

- 6.1.5 Air pressure gauge or indicator, if applicable.
- 6.1.6 Transmission oil temperature gauge or indicator.
- 6.1.7 Air filter restriction gauge or indicator.
- 6.1.8 Fuel gauge.
- 6.1.9 Parking Brake: To include warning light and audible warning device that activates when parking brake is on and transmission is in gear or a parking brake system with a transmission disconnect feature.

7.0 ATTACHMENTS:

7.1 Quick Attach System:

- 7.1.1 To be equipped with an attach system that is compatible with unit being bid. To be *WELDCO-BEALES KAT5* or *PSM* equivalent.
- 7.1.2 All functions to be controlled from in the cab by the operator.
- 7.1.3 To include compatible quick attach “4-hook” system with hardened wear surfaces.

7.2 **General Purpose Bucket (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):**

- 7.2.1 To be OEM or *WELDCO-BEALES* or *PSM* equivalent.
- 7.2.2 Capacity: 5.0 cubic yard SAE heaped, minimum.
- 7.2.3 Width: To be equal to or greater than host unit.
- 7.2.4 To include replaceable bolt-on cutting edge with standard AASHTO punching.
- 7.2.5 To include lifting eyes or hooks on each top corner and center top of bucket.
- 7.2.6 To include compatible quick attach “4-hook” system with hardened wear surfaces.

7.3 **Snow Bucket (State Class #876-10CY) (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):**

- 7.3.1 To be *WELDCO-BEALES* or *PSM* equivalent.
- 7.3.2 Capacity: 10.0 cubic yard SAE heaped, minimum.
- 7.3.3 Width: To be equal to or greater than host unit.
- 7.3.4 To include replaceable bolt-on cutting edge with standard AASHTO punching.
- 7.3.5 To include compatible quick attach “4-hook” system with hardened wear surfaces.

7.4 **Multi-Purpose Heavy-Duty Plow (State Class #866) (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):**

- 7.4.1 To be front mounted with full hydraulic controls. To be *WELDCO-BEALES* or *HENKE*, provided all of the following specifications are met.
- 7.4.2 To include adjustable and replaceable mushroom design shoes.
- 7.4.3 Blade angle cylinders to include accumulator system or hydraulic cross-over relief(s).
- 7.4.4 Clearing width, minimum 133 inches, in bulldozer position.
- 7.4.5 Center blade height, minimum 40 inches.
- 7.4.6 Tip blade height, minimum 46 inches.
- 7.4.7 Cutting Edge:
 - 7.4.7.1 In lieu of standard cutting edge, to be equipped with replaceable bolt-on *KENNEMETAL* Dual-Carbide-Insert, or equivalent, cutting edge with minimum 5/8 (0.625) inch diameter grade eight (8) plow bolts and nuts on six (6) inch centers, and end bits of alloy or high carbon steel.
 - 7.4.7.2 The main body of the cutting edge blade to be minimum 7/8 (0.875) inch thick.
- 7.4.8 To include valves, controls and lines necessary for installation and full operation.
 - 7.4.8.1 Minimum of 4-spool valves.
 - 7.4.8.2 Diverter valves are not acceptable.
 - 7.4.8.3 Lift circuit to include detented valve for float position.
- 7.4.9 Hydraulic quick disconnects must be pressure rated and sized to allow proper flow. Quick disconnects to include chained caps.
- 7.4.10 Hydraulic lines must be secured and wrapped in wear areas to prevent chaffing.
- 7.4.11 To include compatible quick attach “4-hook” system with hardened wear surfaces.

7.5 **Pallet Forks (State Class #485) (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):**

- 7.5.1 *WELDCO-BEALES* Model PF 96-102 or equivalent.
- 7.5.2 Tine Length: 96 inches.
- 7.5.3 Tine Spread: Adjustable to 102 inches, with tine locks.
- 7.5.4 Carriage backrest to be included.
- 7.5.5 Tine locks (width and swing) to be included.

7.5.6 Capacity: 20,000 pounds, minimum.

7.5.7 To include compatible quick attach "4-hook" system with hardened wear surfaces.

7.6 Rear Counterweights:

7.6.1 To have rear OEM counterweights, standard and optional, excluding wheel weights and filled tires.

8.0 TRAINING (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule):

8.1 Total of 8 hours at the State Equipment Fleet Maintenance Facilities located in **Anchorage, Fairbanks, or Juneau as requested.. (Refer to Section V – Bid Price Schedule)**

8.1.1 Bidder to provide a qualified factory trained instructor(s), within 30 days of acceptance by the State. Please give advance notice (call the contracting officer of this bid for the name and telephone number of the Regional Equipment Manager or Superintendent).

8.2 To include a minimum of eight (8) hours of operator training including the following, as a minimum applicable agenda:

8.2.1 Operating procedures per operating manual.

8.2.2 Break-in procedures.

8.2.3 Equipment limitations.

8.2.4 Operator maintenance.

8.2.5 Before operations checks and lubrication.

8.2.6 Safety.

8.2.7 Cold weather operations.

8.2.8 Jump starting.

8.2.9 Welding on equipment.

8.2.10 Towing or transporting equipment.

8.2.11 Instruments and controls.

8.2.12 Gauge interpretation.

8.2.13 Equipment operation, Do's and Don'ts.

8.2.14 Attachment operation, Do's and Don'ts.

9.0 MISCELLANEOUS:

9.1 Hydraulic Hose: To be arctic grade (minus 40 degrees Fahrenheit, minimum).

- 9.2 Special Lubricants: If, for warranty purposes, manufacturer's specific lubricants are required, lessor is to provide these lubricants, or provide, at time of delivery, a cross reference chart between manufacturer's lubricants and any name brand and readily available equivalents.
- 9.3 Vandalism Protection:
- 9.3.1 Shall include locks for batteries, fuel tank, hydraulic tank, engine lube oil filler, and radiator.
 - 9.3.2 Locking panels for compartments are acceptable.
 - 9.3.3 If padlocks are utilized, they shall be keyed alike.
 - 9.3.4 Three (3) sets of keys, minimum, to be provided.
- 9.4 Backup Alarm: Electronic, self-adjusting sound level, *ACORN PRODUCTS* Model 1D-112AA, *PRECO* Model Preco-Matic 1040, *STAR* Model Starmatic 63-000, or *WARN* Model Reactor 2100504, located on rear of unit.
- 9.5 SMV Emblem: Shall include metal slow moving vehicle emblem.
- 9.6 Paint: Manufacturer's standard yellow.
- 9.7 **Publications (OPTIONAL – Pricing is required, refer to Section V – Bid Price Schedule)**: To include parts, service, and operator's manuals, per Section III- Special Terms and Conditions.
- 9.8 Inspection: For compliance of specifications on the unit will be conducted at FOB point.

END OF SPECIFICATION #338

END OF BID PACKAGE